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**UNITED STATES DISTRICT COURT**  
**FOR THE EASTERN DISTRICT OF NEW YORK**

-----X  
ELIZABETH FLINT,

Plaintiff, Civil Action No.: 1:22-cv-04458-  
-against- ENV-JRC

ROCKAWAY BEACH LLC AND EMPIRE MEDICAL ANSWER TO COMPLAINT  
OF ROCKAWAY BEACH, P.C.,

Defendants.

-----X  
The defendant **ROCKAWAY BEACH, LLC** (“Rockaway” or “defendant”) answering  
the Complaint herein states as follows:

1. Rockaway denies knowledge or information sufficient to form a belief as to the allegations set forth in paragraph “1” of the Complaint.
2. Rockaway neither admits nor denies the allegations set forth in paragraphs “2” and “3” of the Complaint insofar as they allege that a lawsuit has been filed for declaratory, injunctive, and equitable relief as well as for monetary damages and attorney’s fees, but specifically denies that plaintiff was discriminated against on any basis or that she received a lower quality of care resulting from alleged violations of state or federal statutes.
3. Rockaway denies the allegations set forth in paragraph “4” of the Complaint.

4. Rockaway denies the form of the allegations set forth in paragraph “5” of the Complaint, except admits that Rockaway owns and leases property to Empire Medical of Rockaway Beach, P.C. (“Empire”). Rockaway denies the property is inaccessible and denies any vicarious liability for unidentified individuals.

5. Rockaway denies the form of the allegations set forth in paragraph “6” of the Complaint and denies knowledge or information sufficient to form a belief as to the allegations that plaintiff and other persons with disabilities were provided a lower quality of care than non-disabled patients.

6. Rockaway denies the allegations set forth in paragraph “7” of the Complaint in the form alleged, except admits that plaintiff’s disability, as alleged, would require her to overcome architectural gateway barriers, which Rockaway denies that any such barriers existed at the premises. Rockaway denies knowledge or information sufficient to form a belief as to the allegations related to training and the care and treatment of patients.

7. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “8” of the Complaint.

8. Rockaway denies the allegations set forth in paragraph “9” of the Complaint.

9. Rockaway denies the form of the allegations set forth in paragraph “10” of the Complaint, except denies the allegations as asserted against Rockaway.

10. Rockaway denies the allegations set forth in paragraphs “11”, “12”, “13” and “14” of the Complaint.

#### **JURISDICTION AND VENUE**

11. Rockaway neither admits nor denies the allegations contained in paragraphs “15” and “16” of the Complaint to the extent that they purport to establish the bases of subject matter

jurisdiction and venue and defers to the Court, without raising objection, to ultimately determine all legal issues pertaining to jurisdiction and venue.

## **PARTIES**

12. Rockaway denies knowledge or information sufficient to form a belief as to the allegations set forth in paragraph “17” of the Complaint.

13. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “18” of the Complaint.

14. Rockaway admits the allegation contained in paragraph “19” of the Complaint.

15. Rockaway denies the allegations set forth in paragraph “20” of the Complaint in the form alleged, except admits that Rockaway leases the property located at 8820 Rockaway Beach Blvd to Empire Medical of Rockaway Beach, P.C.

16. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “21” of the Complaint.

17. Rockaway denies the allegations set forth in paragraph “22” of the Complaint in the form alleged, except admits that Rockaway is authorized to do business in the State of New York under the Limited Liability Company Law of the State of New York.

18. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “23” of the Complaint.

19. Rockaway denies the allegations set forth in paragraph “24” of the Complaint in the form alleged, except admits that plaintiff received medical care at Empire’s office located at 8820 Rockaway Beach Blvd, Queens, NY 11693.

20. Rockaway denies the allegations set forth in paragraph “25” of the Complaint.

21. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “26”, “27”, “28”, “29”, “30”, “31”, “32”, “33”, “34”, “35”, “36” and “37” of the Complaint.

**ANSWERING THE ALLEGATIONS COMMON TO ALL PARTIES**

22. Rockaway denies the allegations set forth in paragraph “38” of the Complaint in the form alleged except admits that Rockaway is a place of public accommodation under the Administrative Code of the City of New York and the Code of Federal Regulations.

23. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “39” of the Complaint.

24. Rockaway denies the allegations set forth in paragraph “40” of the Complaint, except admits that plaintiff is a person with a disability.

25. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “41”, “42”, “43”, and “44” of the Complaint.

26. Rockaway denies the allegations set forth in paragraphs “45”, “46”, “47”, and “48” of the Complaint.

27. Rockaway denies the allegations set forth in paragraph “49 inclusive of parts I through VII” of the Complaint and denies knowledge or information sufficient to form a belief as to the allegations set forth in paragraph “49 parts VIII through X” of the Complaint.

28. Rockaway denies the allegations set forth in paragraphs “50”, “51”, “52”, “53”, “54”, and “55” of the Complaint.

29. Rockaway denies knowledge or information sufficient to form a belief as to the allegations set forth in paragraph “56” of the Complaint.

**ANSWERING THE FIRST CAUSE OF ACTION**

30. In answer to the allegations contained in paragraph “57” of the Complaint, Rockaway repeats and reiterates each and every response to the allegations contained in paragraphs “1” through “56” as though fully set forth at length herein.

31. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “58” of the Complaint.

32. Rockaway denies the allegations in paragraphs “59” and “60” of the Complaint in the form alleged as they seek an admission on an ultimate question of law and Rockaway respectfully refers all questions of law to the Court.

33. Rockaway denies the allegations in paragraphs “61”, “62”, “63”, “64”, “65”, “66”, “67”, “68”, “69”, “70”, “71”, “72” and “73” of the Complaint.

#### **ANSWERING THE SECOND CAUSE OF ACTION**

34. In answer to the allegations contained in paragraph “74” of the Complaint, Rockaway repeats and reiterates each and every response to the allegations contained in paragraphs “1” through “73” as though fully set forth at length herein.

35. Rockaway denies the allegations in paragraphs “75” and “76” of the Complaint in the form alleged as they seek admissions on an ultimate question of law and Rockaway respectfully refers all questions of law to the Court.

36. Rockaway denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “77”, “78”, “79”, “80”, “81”, and “82” of the Complaint.

### **ANSWERING THE THIRD CAUSE OF ACTION**

37. In answer to the allegations contained in paragraph “83” of the Complaint, Rockaway repeats and reiterates each and every response to the allegations contained in paragraphs “1” through “82” as though fully set forth at length herein.

38. Rockaway denies the form of the allegations in paragraph “84” of the Complaint except admits that plaintiff suffers from a disability and, to the extent that the allegations seek an admission on an ultimate question of law, Rockaway refers all such questions to the Court.

39. Rockaway neither admits nor denies paragraph “85” of the Complaint which quotes language from Executive Law § 300 and speaks for itself and, to the extent that the allegations seek an admission on an ultimate question of law, Rockaway refers all such questions to the Court.

40. Rockaway neither admits nor denies paragraph “86” of the Complaint and respectfully refers all such questions of law to the Court.

41. Rockaway denies the allegations set forth in paragraphs “87”, “88”, “89”, “90”, “91”, “92”, “93” and “94” of the Complaint.

### **ANSWERING THE FOURTH CAUSE OF ACTION**

42. In answer to the allegations contained in paragraph “95” of the Complaint, Rockaway repeats and reiterates each and every response to the allegations contained in paragraphs “1” through “94” as though fully set forth at length herein.

43. Rockaway denies the form of the allegations set forth in paragraph “96” of the Complaint except admits that plaintiff suffers from a disability and, to the extent that the allegations seek an admission on a question of law, Rockaway refers all such questions to the Court.

44. Rockaway neither admits nor denies the allegations set forth in paragraph “97” of the Complaint and refers questions of law to the Court.

45. Rockaway denies the allegations in paragraphs “98”, “99”, “100”, “101”, “102”, and “103” of the Complaint.

46. Rockaway denies the form of the allegations set forth in paragraph “104” of the Complaint as they seek admissions on a question of law and Rockaway refers all such questions to the Court.

47. Rockaway denies the allegations set forth in paragraphs “105”, “106”, “107”, “108”, “109”, “110”, “111”, “112”, “113”, “114” and “115” of the Complaint.

#### **ANSWERING THE FIFTH CAUSE OF ACTION**

48. In answer to the allegations contained in paragraph “116” of the Complaint, Rockaway repeats and reiterates each and every response to the allegations contained in paragraphs “1” through “115” as though fully set forth at length herein.

49. Rockaway denies the allegations set forth in paragraphs “117”, “118”, and “119” of the Complaint.

#### **ANSWERING PLAINTIFF’S REQUEST FOR INJUNCTIVE RELIEF**

50. Rockaway denies the allegations set forth in paragraphs “120”, “121”, and “122” of the Complaint.

#### **FIRST AFFIRMATIVE DEFENSE**

51. Plaintiff has not established that she is entitled to injunctive or declaratory relief.

**SECOND AFFIRMATIVE DEFENSE**

52. Plaintiff is not entitled to punitive damages.

**WHEREFORE**, Rockaway demands judgment dismissing the Complaint in its entirety together with the costs and disbursements incurred in defense of this lawsuit.

Dated: December 22, 2022  
New York, New York

NORRIS McLAUGHLIN, P.A.

By:

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